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LLC and Luis Bacardi
6 [4990]

7
8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

10 CV 08-07526

ODW FMOx

11 BIG VISION MIAMI RENTALS,
LLC, a Florida limited liability
12 company; LUIS BACARDI, an
individual,

Case No.:

COMPLAINT

13 Plaintiffs,

14 vs.

15 BIG VISION RENTALS, LLC,
16 a Nevada limited liability
company; CHARLES D.
17 HAIFLEY, an individual,

18 Defendants.

19
20 Plaintiffs, BIG VISION MIAMI RENTALS, LLC, a Florida limited liability
21 company (hereinafter referred to as "BVM") and LUIS BACARDI, an
22 individual (hereinafter referred to as "BACARDI") (collectively, "Plaintiffs"),
23 as and for their Complaint for, *inter alia*, conversion, fraud and
24 misrepresentation, against the Defendants, BIG VISION RENTALS, LLC, a
25 Nevada limited liability company ("BVR"), and CHARLES D. HAIFLEY, a/k/a
26 CHUCK HAIFLEY, an individual ("HAIFLEY") (hereinafter collectively
27 referred to as the "Defendants"), respectfully hereby allege, as follows:
28

1 5. DEFENDANT, BIG VISION RENTALS, LLC, is a Nevada limited
2 liability company, with a mailbox address of 2250 East Tropicana, Las
3 Vegas, Nevada, 89119. BVR is registered to do business in the State of
4 California and has a place of doing and transacting business located at 58
5 E. Santa Anita Avenue, in Burbank, California, 91502.

6 6. DEFENDANT, CHARLES D. HAIFLEY, is a natural person, and
7 resides in Los Angeles, California, within this Judicial District, and is
8 otherwise *sui juris*.

9
10 **GENERAL ALLEGATIONS**

11 7. BVM and BACARDI are engaged in the business of providing
12 film equipment rentals and film/video production services (collectively,
13 "BVM's Services").

14 8. BVR and HAIFLEY are engaged in the business of renting film
15 equipment and film/video production services (collectively, "BVR's
16 Services").

17 9. BVR and HAIFLEY have claimed to be the owners of certain
18 intellectual property rights and assets, including, among other things, the
19 name, designation and mark "BIG VISION," for entertainment services
20 including, but not limited to, motion pictures, television programs, and music
21 videos, as well as the production of motion pictures, television programs and
22 music videos for others.

23 10. BVR and HAIFLEY have sought, for almost a year, to persuade
24 BVM and BACARDI to enter into a licensing agreement, and to have
25 BACARDI invest substantial amounts of capital into BVR's and HAIFLEY's
26 business and operations.

27 11. The objectives of BVR and HAIFLEY in trying to convince BVM
28 and BACARDI to enter into a deal, and for BACARDI to provide capital,

1 were to enable BVR and HAIFLEY to expand their business, and to meet
2 their various and heavy financial obligations including, but not limited to, the
3 re-payment of debts (including significant equipment lease payments), by
4 BVM and BACARDI, for the benefit of BVR and/or HAIFLEY.

5 12. The *quid pro quo* for the infusion of BACARDI's and/or BVM's
6 money was to result in a partial ownership interest, for BVM, in BVR.

7 13. In addition to other proposed contractual terms and conditions,
8 however, the parties had discussed granting BVM the right to use BVR's
9 alleged intellectual property rights, including the use of the name "BIG
10 VISION."

11 14. Furthermore, HAIFLEY was offering to provide, to BVM and
12 BACARDI, what he stated, and represented, to be his alleged business
13 acumen, and technical expertise in the film production services industry, in
14 exchange for a signed contract, and over time, for vast sums of money from
15 BACARDI and/or BVM.

16 15. However, under the BVR and HAIFLEY proposals, BVM and
17 BACARDI were going to have to pay not only steep initial licensing fees, but
18 also on-going fees for use of the "BIG VISION" name, as well as for other
19 intellectual property rights and assets allegedly held and owned by BVR and
20 HAIFLEY.

21 16. In addition, in the event BVR and HAIFLEY's proposals had been
22 accepted, BVM and BACARDI would have had to pay excessive on-going
23 monthly fees for the life of any agreement entered into, as well.

24 17. The parties negotiated for many, many months, but were unable
25 to come to terms, instead, haggling over many different material terms and
26 conditions.

1 18. In the final analysis, no meeting of the minds ever was achieved,
2 the parties being unable to agree with each other on many different and
3 material points.

4 19. No written agreement (licensing agreement or otherwise) has
5 ever been executed by and between the parties with respect to the subject-
6 matter of this action.

7 20. Among other material points, the parties were unable, or
8 unwilling, to agree to such critical contractual terms and conditions for a
9 potential licensing agreement as: the amount and duration of on-going
10 monthly fees; the percentage amount and computational basis (to wit, "net"
11 versus "gross" commissions) as to the royalties to be paid, by BVM and
12 BACARDI, to BVR and HAIFLEY (to wit, revenue commissions); dispute
13 resolution issues; termination provisions; issues related to the right to
14 inspection of books and records (i.e., accounting issues); issues related to
15 multi-million dollar personal guarantees; and a proposed perpetual royalty
16 issues related to Blu-Ray duplicating technology.

17 21. In addition, a number of the other proposed contractual terms by
18 BVR and HAIFLEY were nothing more than unenforceable "agreements to
19 agree," as to which BVM and BACARDI would not, and did not, accept.

20 22. At some prior point in time (on or about May 27, 2008), BVR and
21 HAIFLEY had persuaded BVM and BACARDI to wire transfer Three
22 Hundred Thousand Dollars (\$300,000.00)(U.S.), as and for a good faith
23 deposit. Said deposit also was characterized as in the form of a loan, from
24 BACARDI and BVM, to BVR and HAIFLEY, which loan was supposed to be
25 evidenced by a Demand Note (prepared by BVR's own accountant), and
26 naming BVM and/or BACARDI as the "creditor."

27 23. A wire transfer in the amount of \$300,000.00, from Miami's
28 Ocean Bank, was, in fact, transmitted, on or about May 27, 2008, by, or on

1 behalf of BVM and BACARDI, with the understanding that those funds were
2 to be held in escrow by BVR and HAIFLEY. One thing is crystal clear, the
3 \$300,000.00 did, and does, belong to BACARDI and BVM, not HAIFLEY and
4 BVR.

5 24. Recently, in October, 2008, after going back and forth like a see-
6 saw, and going around in circles like a merry-go-round, the parties'
7 contractual negotiations irretrievably broke down.

8 25. Plaintiffs, BVM and BACARDI, thereupon promptly demanded,
9 in writing, from BVR and HAIFLEY, the return of their afore-described good
10 faith deposit of \$300,000.00.

11 26. Notwithstanding the aforesaid demand, Defendants have ignored
12 or refused to refund the BACARDI/BVM money.

13 27. Plaintiffs recently also learned, to their shock and dismay, that
14 Defendants were not holding the \$300,000.00 in escrow, despite their
15 representation and promise to do so.

16 28. In fact, Defendants now have indicated that they actually took the
17 \$300,000, from BVM and BACARDI, erroneously (and self-servingly) labeling
18 that \$300,000 as a partial payment of an "initial licensing fee."

19 29. Upon information and belief, Defendants never held the
20 \$300,000.00 in any escrow account, despite their representation and
21 promise to do so.

22 30. Defendants, BVR and HAIFLEY, have refused or ignored the
23 Plaintiffs' afore-said written demand for the return of the \$300,000.00 good
24 faith deposit, characterized to be in the form of a loan (which deposit was
25 supposed to have been held in escrow).

26 31. Defendants, BVR and HAIFLEY, tried to cajole, convince and
27 persuade BVM and BACARDI, to sign an agreement and to invest millions
28 of dollars, by painting a bright and rosy picture of their business, for the

1 (illusory) benefit of BVM and BACARDI, in an attempt to convince BACARDI
2 and BVM to provide the \$300,000.00 (as a first investment), and, then, to
3 sign a contract, and to continue investing, and investing heavily, in BVR.

4 32. BVR and HAIFLEY further stated and represented to BVM and
5 BACARDI that their business was stable and financially healthy, and a
6 growing concern, and even was ready to expand.

7 33. HAIFLEY also stated and represented and held himself out to
8 BVM and BACARDI to be a technical expert, a savvy businessman, and the
9 holder of numerous business contacts (namely, clients and industry
10 connections).

11 34. BVR and HAIFLEY also stated and represented to BVM and
12 BACARDI that BVR and HAIFLEY had a recognized and reputable name (to
13 wit, BIG VISION), as well as other valid, and valuable, intellectual property
14 rights and assets which would form the basis of a license agreement.

15 35. BVR and HAIFLEY further stated and represented to BVM and
16 BACARDI that they could secure "sweetheart" deals, as to new leases for
17 film equipment (both as to equipment already in BVR's inventory, as well as
18 for new equipment subsequently to be acquired), with certain equipment
19 lessors.

20 36. BVR and HAIFLEY proposed that BVM and BACARDI would pay
21 a large share of BVR's and HAIFLEY's debts (to cover BVR's and
22 HAIFLEY's pre-existing equipment leases).

23 37. BVR and HAIFLEY also sought to use the name recognition,
24 "celebrity factor," and financial wherewithal of BACARDI, personally, and to
25 "name-drop" his famous surname, as well as his personal good name and
26 reputation, in their attempts to "wheel and deal" with third-parties.

27
28

1 38. Despite the glowing statements and prideful representations of
2 BVR and HAIFLEY, however, the stark reality turned out to be that BVR is
3 no Warner Bros. Studios, and HAIFLEY is no Cecille B. DeMille.

4 39. Many of the Defendants' laundry-list of statements and
5 representations, as it turns out, were made out of whole cloth.

6 40. Defendants had misrepresented the financial condition of their
7 business. To begin with, BVR and HAIFLEY had, and have, in excess of
8 One Million Dollars (\$1,000,000.00) worth of multiple equipment leases
9 outstanding, with maturity dates extending all the way out to the year 2012.

10 41. Furthermore, BVR was, and is, not only paying for the cost of
11 equipment, but also for heavy financing costs with respect thereasto.

12 42. BVR, as it turns out, owns next to nothing. Rather, another
13 HAIFLEY-controlled entity, BIG VISION, INC. ("BVI"), owns virtually all the
14 important assets and property, not BVR, and not HAIFLEY, individually. (BVI
15 nominally is owned and operated by HAIFLEY's ex-wife.)

16 43. Over the last several years, BVR and/or its related entities have
17 been and/or are indebted to a host of creditors (regarding equipment leases
18 or other loans).

19 44. BVR, according to official records, is stated to be a Nevada
20 limited liability company.

21 45. In point of fact, however, its designated business address is
22 nothing more than a postal box facility located in Las Vegas, Nevada. Its
23 business headquarters is located in Burbank, California.

24 46. BVR and HAIFLEY had sought approximately between Five to
25 Six Million Dollars (\$5,000,000.00-\$6,000,000.00) in capital, from BVM and
26 BACARDI, most of which would have been used to pay Defendants' own
27 debts, and to allow Defendants to negotiate new leases to be entered into
28

1 for acquisition of more equipment, and also to provide a multi-million dollar
2 line of credit for Defendants.

3 47. Defendants had misrepresented the success and financial health
4 of their business to BACARDI and BVM.

5 48. BVR (or its parent or affiliated entities) have not been running a
6 good, sound, financially stable and very profitable business, as it turns out.

7 49. BVR has filed what are referred to as "no revenue" tax returns.

8 50. BVR has no real business history or "track record."

9 51. BVR was, and is, rather like a shell entity, in which HAIFLEY and
10 BVR wanted, and tried to persuade, BVM and BACARDI to invest their
11 money, to the tune of multiple millions of dollars.

12 52. The available records, such that they are, are for BVI, not BVR.

13 53. In 2007, upon information and belief, BVI had a net income only
14 in the low six figures.

15 54. Notably, in 2006, BVI had a net loss.

16 55. BVR and HAIFLEY also had boasted to BVM and BACARDI of
17 their crack "management team" at BVR, and other, related self-
18 aggrandizement in a similar vein.

19 56. In reality, the "management team" turned out to be HAIFLEY's
20 own, young, relatively inexperienced, and untested, daughters, namely,
21 ShiRena Haifley and Krystal Haifley, not some high-powered, experienced
22 business executives with industry connections and commercial acumen.

23 57. BVR and HAIFLEY also tried to convince, cajole and persuade
24 BVM and/or BACARDI to sign off on an additional line of credit, worth
25 another Two Million Dollars (\$2,000,000.00); as it turns out, that money
26 really was sought by Defendants in order to cover BVR's own negative cash
27 flow.

1 58. Defendants' statements and representations about their
2 intellectual property rights simply were not true and Defendants knew they
3 were not true when they made them.

4 59. BVR and HAIFLEY have failed to apply for, or enforce, or
5 maintain, and/or police their alleged intellectual property rights.

6 60. For example, the former U.S. Service Mark Registration for BVI's
7 lone name, designation, and mark, to wit, the ex-service mark "BIG VISION,"
8 (former Reg. No. 2,493,910), was cancelled on July 4, 2008, by the United
9 States Patent and Trademark Office ("USPTO"), due to the failure of BVI to
10 file an appropriate Section 8 Affidavit.

11 61. BVR and HAIFLEY also have failed to enforce, monitor and/or
12 protect their own advertising, marketing or promotional materials, from an
13 intellectual property perspective.

14 62. BVR and HAIFLEY likewise have failed to protect their own
15 Internet website, from an intellectual property perspective.

16 63. BVR's business premises in California is, upon information and
17 belief, not owned by BVR, but rather is owned by yet another HAIFLEY-
18 controlled entity, BV Studios, LLC, which, in turn, is owned by BVI.

19 64. Upon information and belief, not BVR, but rather BVI, owns
20 whatever intellectual property rights do exist; BVR and HAIFLEY claim they
21 have the right to use same and to assign, transfer or license those rights,
22 although that right has never been demonstrated.

23 65. Upon information and belief, neither BVR, nor BVI, holds any
24 registered U.S. or State trademarks, for "BIG VISION," or otherwise.

25 66. Upon information and belief, neither BVR, nor BVI, holds any
26 registered U.S. or State service marks, for "BIG VISION," or otherwise.

27 67. Upon information and belief, neither BVR, nor BVI, holds any
28 U.S. Copyright Registrations, related to "BIG VISION," or otherwise.

1 68. Neither BVR, nor BVI, own or possess any strong or famous
2 mark in "BIG VISION."

3 69. Furthermore, upon information and belief, there are a number of
4 third-party interlopers and/or infringers vis-a-vis the "BIG VISION" name,
5 thanks to BVR's (and/or BVI's) negligence and inattention to their own
6 alleged intellectual property rights and assets.

7 70. Despite Defendants' representations to the contrary, the
8 operation of BVR turned out utterly to lack sophistication and to ignore basic
9 commercial safeguards; for example: no non-disclosure or anti-competition
10 agreements were being utilized; no business interruption insurance coverage
11 was held or being applied for; and no key person insurance coverage was
12 held or being applied for.

13 71. By way of example, BVR and HAIFLEY tried to place their own
14 (inflated) values upon their own equipment; no independent appraisals ever
15 were proffered in support thereof.

16 72. In addition, excessively high royalties were sought, predicated
17 upon a calculation utilizing "gross," as opposed to "net" revenues, which
18 would have virtually ensured that BVM and BACARDI would not have made
19 any money and would likely not ever have seen even a return of the
20 proposed, substantial capital investment.

21 73. The accounting papers and records of BVR (and/or BVI) were
22 not audited.

23 74. BVM and BACARDI no longer had any trust or confidence in the
24 proposed deal, particularly after recalling the prior statements and
25 misrepresentations of HAIFLEY and/or BVR, and comparing those
26 statements and misrepresentations to the reality of the physical plant, hard
27 copy documents and financial and tax information relating to BVR and
28 HAIFLEY.

1 75. BVR and HAIFLEY, in reality, were at least approximately One
2 Million Dollars (\$1,000,000.00) in debt when they attempted to persuade
3 BACARDI and BVM to invest heavily in BVR, a "shell" entity.

4 76. Furthermore, the alleged intellectual property rights of BVR
5 (through BVI or otherwise) were certainly not worth very much, and were
6 worth considerably less without even one (1) registered mark to truthfully
7 boast ownership of.

8 77. BVR and HAIFLEY knew, or should have known, that their
9 alleged name and mark and other intellectual property "rights" or "assets,"
10 to the extent they even existed, were not properly being monitored, enforced,
11 policed, and/or maintained.

12 78. BACARDI and BVR, through their legal counsel and others,
13 carefully considered and weighed the deal. In the final analysis, the
14 proposed deal bore far too high of a price tag, and far too much risk, for
15 BVM and BACARDI to agree to.

16 79. Furthermore, the proposed deal between the parties was not
17 deemed to be a sound or prudent business investment for Plaintiffs to risk
18 any further consideration, involvement, time, effort or expenditure of capital.

19 80. Following such investigation and study, as well as a cost-benefit
20 analysis, Plaintiffs, BVM and BACARDI, concluded they could not, and
21 would not be able to, come to terms with BVR and HAIFLEY as to a
22 licensing agreement.

23 81. Accordingly, no meeting of the minds having been achieved, no
24 agreement has ever been entered into between the parties.

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COUNT I:

CONVERSION

82. Plaintiffs hereby repeat, reallege and reaver Paragraphs 1 through 81, *supra*, and would further state, as follows:

83. Defendants, BVR and HAIFLEY, wrongfully obtained the monies from the Plaintiffs, BVM and BACARDI, and used the said monies for Defendants' own purposes and financial gain.

84. Defendants, BVR and HAIFLEY, knowingly obtained and used such monies owned by Plaintiffs, and to which Plaintiffs are entitled, with the intent to permanently deprive Plaintiffs of the right to such monies, and to appropriate such monies for Defendants' own purposes and financial gain.

85. Defendants, BVR and HAIFLEY, have wrongfully retained the said monies and exercised dominion and control over the said monies, for the purposes of deriving a benefit from their unauthorized receipt, retention and/or spending of Plaintiffs' monies.

86. Prior to the filing of this action, the Plaintiffs, or their representatives, have made written demands for payment and/or return of the said monies, but the Defendants, BVR and HAIFLEY, have failed, refused and/or ignored all of said demands for the return of the monies.

87. As a result, the Plaintiffs have been injured and have suffered damages from the Defendants' wrongful conversion and use of Plaintiffs' monies, to which the Plaintiffs are entitled.

WHEREFORE, Plaintiffs hereby demand Judgment against the Defendants, BVR and HAIFLEY, for damages, together with such other, further and different relief as this Court deems just, equitable and proper.

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1 **COUNT II:**

2 **BREACH OF FIDUCIARY RESPONSIBILITY**

3 88. Plaintiffs hereby reallege and reaver the allegations contained in
4 Paragraphs 1 through 81, *supra*, and would further state, as follows:

5 89. Defendants owed a fiduciary duty to Plaintiffs, based upon their
6 potential future business relationship.

7 90. Defendants were under an obligation, to Plaintiffs, to refrain from
8 acting contrary to, or in direct conflict, with the interests of Plaintiffs.

9 91. Defendants breached their fiduciary duty of honesty and fair
10 dealings by engaging in the conduct or activities described in the General
11 Allegations, *supra*, and by acting contrary to, or in direct conflict with, the
12 interests of Plaintiffs.

13 92. Plaintiffs have suffered damages as a result of Defendants'
14 breach of fiduciary responsibility.

15 **WHEREFORE,** Plaintiffs hereby demand Judgment against
16 Defendants for compensatory damages, interest, court costs, and any other,
17 further, or different relief which this Court deems just, equitable and proper.

18
19 **COUNT III:**

20 **FRAUD**

21 93. Plaintiffs hereby repeat, reallege and reaver the allegations
22 set forth in Paragraphs 1 through 81, *supra*, and would further state, as
23 follows:

24 94. The Defendants knowingly and willfully induced Plaintiffs, by
25 certain representations, to engage in and provide monies to Defendants,
26 with the intention not to repay the money to the Plaintiffs.

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4 96. The representations made by Defendants were false, and
5 known by them to be false, when made to Plaintiffs.

98. The representations made by Defendants, were relied upon by the Plaintiffs, all to the Plaintiffs' great detriment, injury and loss.

WHEREFORE, Plaintiffs hereby demand compensatory and punitive damages against the Defendants, together with such other, further and different relief as this Court deems just, equitable and proper.

COUNT IV:

UNJUST ENRICHMENT

19 99. Plaintiffs hereby repeat, reallege and reaver Paragraphs 1
20 through 81, *supra*, and would further state, as follows:

101. Defendants have had the use and benefit of Plaintiffs' said monies, for Defendants' own benefit, and without Plaintiffs' consent.

1 111. Defendants made false statements to the Plaintiffs concerning
2 material facts.

3 112. Defendants knew that their representations to Plaintiffs, when
4 made, were false.

5 113. Defendants intended that their representations would induce
6 the Plaintiffs to act upon them.

7 114. The Defendants' representations resulted in consequent injury
8 and damage to the Plaintiffs acting in reliance upon the Defendants'
9 representations.

10 **WHEREFORE**, Plaintiffs hereby demand compensatory and
11 punitive damages against the Defendants, together with such other,
12 further and different relief as this Court deems just, equitable, and proper.

13
14 **COUNT VII:**

15 **CONSTRUCTIVE FRAUD**

16 115. Plaintiffs hereby repeat, reallege and reaver Paragraphs 1
17 through 81, *supra*, and would further state, as follows:

18 116. Defendants were under a duty, based upon a confidential or
19 fiduciary relationship with Plaintiffs.

20 117. Defendants abused that confidential or fiduciary relationship
21 with the Plaintiffs.

22 118. Defendants took unconscionable advantage of the Plaintiffs.

23 119. Defendants engaged in misrepresentations of fact, and
24 concealment of facts, *vis-a-vis* the Plaintiffs.

25 120. Defendants have perpetrated a fraud against the Plaintiffs by
26 taking an improper advantage of the confidential or fiduciary relationship,
27 at the expense of the confiding parties, the Plaintiffs.

28 121. As a result of the foregoing, the Plaintiffs have been damaged.

1 **WHEREFORE**, Plaintiffs hereby demand compensatory and
2 punitive damages against the Defendants, together with such other,
3 further and different relief as this Court deems just, equitable, and proper.

4
5 **COUNT VIII:**

6 **CONSTRUCTIVE TRUST**

7 122. Plaintiffs hereby repeat, reallege and reaver Paragraphs 1
8 through 81, *supra*, and would further state, as follows:

9 123. Plaintiffs are entitled to a constructive trust in order to restore
10 Plaintiffs' property to them, and to prevent unjust enrichment.

11 124. As described in the General Allegations, *supra*, there existed
12 a confidential or fiduciary relationship between Plaintiffs and Defendants.

13 125. Plaintiffs relied upon the expressed or implied promises of
14 BVR and HAIFLEY with respect to BVM and BACARDI's provision of the
15 \$300,000.00 (U.S.) good-faith deposit and to hold same in escrow.

16 126. The Defendants will be unjustly enriched if a constructive trust
17 is not imposed upon the \$300,000.00, which sum will represent the
18 proceeds of the Plaintiffs' \$300,000.00 good faith deposit.

19 127. The imposition of a constructive trust is necessary herein to
20 restore the property of the Plaintiffs, or the proceeds thereof, to the
21 rightful owner, *to wit*, the Plaintiffs, and to prevent unjust enrichment.

22 **WHEREFORE**, Plaintiffs hereby demand the imposition of a
23 constructive trust against Defendants and the \$300,000.00 (U.S.) in good
24 faith deposit funds, along with an award of court-costs, together with such
25 other, further and different relief as this Court deems just, equitable, and
26 proper.

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COUNT IX:

MONEY HAD & RECEIVED

128. Plaintiffs hereby repeat, reallege and reaver Paragraphs 1 through 81, *supra*, and would further state, as follows:

129. On or about May 27, 2008, at Burbank, California, Defendants became indebted to Plaintiffs, in the sum of \$300,000.00, for money had and received by Defendants from Plaintiffs, for the use and benefit of Defendants.

130. Plaintiffs have repeatedly demanded payment from Defendants.

131. No payment has been made by the Defendants, and there is now due and owing, to Plaintiffs, the sum of \$300,000.00, with interest on that amount, at the legal rate, from May 27, 2008.

WHEREFORE, Plaintiffs hereby demand the sum of \$300,000.00, along with an award of court-costs, together with such other, further and different relief as this Court deems just, equitable, and proper.

COUNT X:

MONEY LENT

132. Plaintiffs hereby repeat, reallege and reaver Paragraphs 1 through 81, *supra*, and would further state, as follows:

133. On or about May 27, 2008, at Burbank, California, Plaintiffs paid to Defendants the sum of \$300,000.00 for money lent by Plaintiffs, to the Defendants, at the latter's request.

134. No payment has been made by the Defendants, and there is now due and owing, to Plaintiffs, the sum of \$300,000.00, with interest on that amount, at the legal rate, from May 27, 2008.

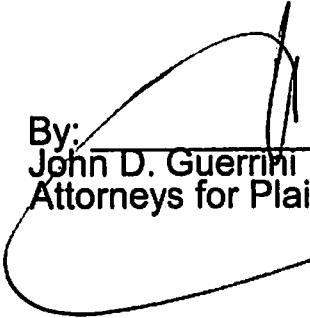
1 **WHEREFORE**, Plaintiffs hereby demand the sum of \$300,000.00,
2 along with an award of court-costs, together with such other, further and
3 different relief as this Court deems just, equitable, and proper.

4
5 **JURY TRIAL DEMANDED**

6 Plaintiffs, BIG VISION MIAMI RENTALS, LLC, a Florida limited
7 liability company and LUIS BACARDI, an individual, hereby demand a
8 trial by jury of all matters so triable as a matter of right.

9
10 Dated: November 13, 2008

THE GUERRINI LAW FIRM

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12 By: 
13 John D. Guerrini
14 Attorneys for Plaintiffs
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Otis D. Wright II and the assigned discovery Magistrate Judge is Fernando M. Olguin.

The case number on all documents filed with the Court should read as follows:

CV08- 7526 ODW (FMOx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====:

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

JOHN D. GUERRINI (190972)
THE GUERRINI LAW FIRM
750 E. GREEN ST., SUITE 200
PASADENA, CA 91101

ATTORNEYS FOR PLAINTIFFS

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Big Vision Miami Rentals, LLC, a Florida limited
liability company; Luis Bacardi, an individual
PLAINTIFF(S)

v.

Big Vision Rentals, LLC, a Nevada limited liability
company; Charles D. Haifley, an individual

DEFENDANT(S).

CASE NUMBER

CV 08-07526 ODW FMOx

SUMMONS

TO: DEFENDANT(S): BIG VISION RENTALS, LLC, a Nevada limited liability company and CHARLES D. HAIFLEY, an individual

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, John D. Guerrini, whose address is 750 E. Green St., Suite 200, Pasadena, CA 91101. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

LA'REE HORN

Dated: NOV 14 2008

By: _____



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> BIG VISION MIAMI RENTALS, LLC, a Florida limited liability company; LUIS BACARDI, an individual		DEFENDANTS BIG VISION RENTALS, LLC, a Nevada limited liability company; CHARLES D. HAIFLEY, an individual	
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) John D. Guerrini, The Guerrini Law Firm 750 E. Green St., Suite 200, Pasadena, CA 91101 Phone: 626-229-9611		Attorneys (If Known)	

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:40%; border: none;">Citizen of This State</td> <td style="width:10%; border: none; text-align: center;">PTF</td> <td style="width:10%; border: none; text-align: center;">DEF</td> <td style="width:40%; border: none;"></td> <td style="width:10%; border: none; text-align: center;">PTF</td> <td style="width:10%; border: none; text-align: center;">DEF</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none; text-align: center;"><input type="checkbox"/> 1</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 1</td> <td style="border: none;">Incorporated or Principal Place of Business in this State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 4</td> <td style="border: none; text-align: center;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none; text-align: center;"><input checked="" type="checkbox"/> 2</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3</td> <td style="border: none;">Foreign Nation</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF	DEF		PTF	DEF		<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF	DEF		PTF	DEF																				
	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4																				
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.) <input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
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V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check 'Yes' only if demanded in complaint.) CLASS ACTION under F.R.C.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MONEY DEMANDED IN COMPLAINT: \$ 300,000.00
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VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) CONVERSION, MONEY HAD AND RECEIVED; MONEY LENT; FRAUD
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VII. NATURE OF SUIT (Place an X in one box only.)					
OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 535 General Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395M) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number:

CV08-07526

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
 If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
 If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Florida

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PROPER): _____ **Date** November 13, 2008

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))